



## TELESYSTEM HIGH SPEED INTERNET SERVICE

### ACCEPTABLE USE POLICY

The Acceptable Use Policy (“the Policy”) governs the use of the Telesystem High Speed Internet Service (“the Service”). All subscribers are required to comply with this Acceptable Use Policy. Failure to comply with the Policy is grounds for termination of the Subscription and Service Agreement.

The Acceptable Use Policy is subject to revision from time to time. Subscribers should review the Policy periodically to ensure continuing compliance, as detailed below:

Accessing the Policy on the web: <http://www.telesystem.us>

Questions about the Policy (phone) 419-724-9898

Questions about the Policy (email) [support@telesystem.us](mailto:support@telesystem.us)

Concerns about possible violations may be reported to us in the same manner.

The Service enables commercial subscribers to enjoy the benefits of high-speed, high-quality connection to the Internet. Telesystem aims to provide its customers with the best commercial Internet Service possible. In order to help accomplish this goal, Telesystem has adopted this Acceptable Use Policy (“Policy”). The Policy outlines acceptable use of the Telesystem Service.

The Commercial Agreement is available at [www.telesystem.us/terms-of-service](http://www.telesystem.us/terms-of-service)

The Service provides access to the Internet which is used by millions of other users. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. However, as with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations, and responsibilities each user has to ensure that all users are able to use the Service and Internet as they wish without disruption, interference, or other negative consequences.

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others.



Use of the Service is subject to the following rules and guidelines. Each subscriber to the Service is responsible for ensuring that the use of the Service complies with this Acceptable Use Policy.

ANY SUBSCRIBER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY THE RESPECTIVE TELESYSTEM SUPPORT GROUP SO THAT THE SUBSCRIBER'S ACCOUNT MAY BE CLOSED.

### **Prohibited Activities**

Prohibited activities include, but are not limited to the following activities undertaken or accomplishing any unlawful purpose:

1. Posting or disseminating material or information which is unlawful (such as child pornography or obscene material);
2. Posting or disseminating material or information which a reasonable person could deem to be unlawful;
3. Intentional transmission of any file or material which contains a virus, worm, or other harmful component;
4. Intentional interference with use of the Service or the Internet by another;
5. Gaining unauthorized access to any site, file, material, information, or equipment;
6. Using the Service in any way which violates a copyright or the intellectual property rights of others;
7. Using the Service in connection with pyramid or other illegal soliciting schemes;
8. Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, or wrongfully acquiring goods or services;
9. Using the Service to engage in activity which is a violation of any law or regulation.

Attempts to engage in prohibited activities will be treated as violations of this Policy.

Subscribers are responsible for any misuse of the Service, even if the misuse was committed by a guest, employee, agent, customers or other person provided with access to the subscriber's account. Accordingly, subscribers must take steps to prevent unauthorized access to the Service.

The Service may not be used to breach the security of another user or in any effort to gain unauthorized access to any other person's computer, software or data. "Hacking" is



prohibited. The Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the subscriber, logging on to or using a server or account without authorization, or probing the security of other networks. Use of distribution of tools designed for defeating security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, are prohibited.

Any attempt to disrupt any portion of the Service is a violation of the Policy. The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to “crash” a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature is also a violation.

### **Security**

Subscribers are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. In particular, Telesystem recommends against enabling file or printer sharing while connected to the Internet. At a minimum, any files or services a subscriber elects to make available for remote access via the Internet should be password protected. Strong security protection is recommended.

### **Internet Content**

Some content available on the Internet may be offensive to some individuals or may violate the law. Material which may be considered highly offensive or pornographic is widely available on the Internet. The technology is available to deliver these materials to individuals’ computers without request. The technology is also available to make it difficult to exit a website without being forwarded to additional, related sites. Subscribers should be aware that even inadvertent contact with certain websites could result in the automatic downloading of files containing objectionable materials. Such files may remain on the personal computer after the connection is terminated. Subscribers assume all responsibility and risk associated with accessing content on the Internet. Telesystem has no responsibility or liability for any content contained on the Internet. Content questions or complaints should be addressed to the content provider.



Subscribers are solely responsible for any information which they publish on the web or through other Internet services. It is the subscriber's responsibility to ensure that only intended recipients receive the content. For example, subscribers must take appropriate precautions to prevent minors from receiving inappropriate content. Telesystem reserves the right to remove or to refuse to post any information or materials deemed to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. By reserving the right to remove or to refuse to post such information, Telesystem is not undertaking any obligation to do so and has no liability for failing to do so.

Telesystem has no obligation to monitor transmissions made or received via the Service. However, Telesystem has the right to monitor such transmissions from time to time and to disclose the same in accordance with the Subscription and Service Agreement.

Each subscriber is required to ensure that all content transmitted, published, or distributed via the Service is in compliance with this Policy. Each subscriber assumes all responsibility for the results of the transmission, publication, or distribution of any content via the Service. Telesystem is not responsible for, and has no liability for, any claims arising from the reproduction, publication, distribution, or display of such content through the Service.

## **Use of Electronic Mail**

### **Spam**

SPAM is defined as any unsolicited commercial email or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Telesystems' network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.

SPAM poses significant problems for Telesystems' IP network, and significant aggravation and inconvenience for Telesystems' customers.

It shall be Telesystems' policy relative to its various Internet access products, that SPAM will be neither supported nor condoned on its network. Any Telesystem customer (network user) who is found to either be:

1. Originating SPAM from within the Telesystem network, or
2. Providing secondary support services (including but not limited to payment processing, order fulfillment, hosting web site associated with any SPAM, etc) from the Telesystem network in support of SPAM originating from elsewhere



will receive a warning upon a first offense that such activity is not allowed over the Telesystem network and will not be tolerated. Any subsequent infraction is grounds for termination of all Internet access service from/through the Telesystem network.

### **Limitations on Bandwidth, Data Storage and Other Service Parameters**

If subscribers need an IP address(es) they must work with Telesystem to be assigned a static IP address from inventory.

Subscribers must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor place an unusually large burden on the Service itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Telesystems' ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Subscribers may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of Telesystem. Consent shall not be unreasonably withheld. Subscribers may not use the Service to provide Internet access to others through a dial-up connection, or host shell accounts over the Internet, or provide email or news services, or send a news feed.

### **Copyright/Intellectual Property Infringement**

The federal Digital Millennium Copyright Act ("DMCA" or "Act") directs how online service providers like Telesystem address online copyright infringement. As required by the DMCA, we have adopted a policy to suspend or terminate Internet services to account holders or subscribers who repeatedly infringe copyrights. Customers against whom Telesystem receives DMCA infringement allegations will receive a warning letter regarding the allegations; if Telesystem receives additional allegations that remain unresolved, the customer may be subject to the suspension or termination of Internet service.

If a customer contests a complaint of infringement in accordance with the DMCA, the complaint will not count toward that account's infringement total, unless: (i) it is determined by a court that the complaint was valid; or (ii) the account holder later agrees that the complaint was valid.

Telesystem accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.



## **Violation of the Acceptable Use Policy**

Although Telesystem has no obligation to monitor the Service or the Internet, Telesystem reserves the right to monitor bandwidth, usage, and content as required to operate and monitor the Service; to identify violations of this Policy; and to protect the Service and Telesystem subscribers. Except as necessary to manage the network, Telesystem does not routinely monitor the Service for violation of this Policy. Telesystem will respond appropriately if made aware of inappropriate use of the Service.

In the event of a suspected violation of this Policy, Telesystem may take any responsive action it deems appropriate. Remedial actions may include, without limitation, removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, or immediate suspension or termination of the Service. Telesystem has no liability for any such responsive actions.

The above actions are not Telesystems' exclusive remedies and Telesystem may take any other legal or technical action it deems appropriate. Telesystem reserves the right to investigate suspected violations of this Policy. Such investigation may include gathering information from the user or users involved and from the complaining party, if any; and examining material on the Telesystems' servers and network. During an investigation, Telesystem may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

Telesystem will cooperate fully with law enforcement authorities in the investigation of suspected criminal violations. Such cooperation may include Telesystem providing the username, IP address, or other identifying information about the subscriber.

Telesystem may also cooperate with other Internet Service Providers, telecommunication common carriers, or other network or computing facilities in order to enforce this Policy.

Upon termination of an account for any reason, Telesystem is authorized to delete any files, programs, data and email messages associated with the account.

The failure of Telesystem to take any action under this Policy in one instance shall not be construed as a waiver of any right to take such action in another instance at a later time.



Telesystem reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the Telesystem network, or to Telesystems' business, whether temporary or permanent, which is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of the law will be referred to the appropriate authorities.

This Acceptable Use Policy may be revised by Telesystem at  
anytime.  
Subscribers should review the Policy periodically to ensure  
compliance.